

# Exhibit 5

*American Mining Warehouse  
24285 Katy Freeway, Suite 300  
Katy, Texas 77494*



## **Purchase Agreement**

### **ORDER SUMMARY**

Four hundred and fifty new Bitmain S19K 50/50 mixed TH (115 & 120) units, with delivery in lower 48 states.

<b>MODEL</b>	<b>PRICE PER UNIT</b>	<b>PRICE/TH</b>	<b>UNITS REQUESTED</b>	<b>ORDER PRICE</b>
New Bitmain S19K 120TH	\$1,489.20	\$12.41	225	\$335,070
New Bitmain S19K 115TH	\$1,427.15	\$12.41	225	\$321,108.75
<b>TOTAL</b>			<b>450</b>	<b>\$656,178.75 USD</b>

### **PAYMENT INFORMATION**

Payment is due immediately and in full to Whitley LLP Third Party Trust Account for safety.

Wiring Instructions:

Whitley LLP Attorneys at Law Trust Account (IOLTA)  
Wells Fargo Bank  
420 Montgomery Street  
San Francisco, California 94104  
Routing # [REDACTED]  
Account # [REDACTED]

If your deposit will be sent via Automated Clearinghouse (ACH), then use routing number [REDACTED] in lieu of routing number above.

For international wire transfers, please substitute SWIFT code [REDACTED] in lieu of routing number.

## **SPECIAL PROVISIONS**

Price quoted is all in for Blockware and includes delivery / DDP (all taxes, tariffs, and duties are handled by American Mining Warehouse and/or its affiliates).

## **SHIPPING & HANDLING**

The buyer's order will be available for delivery in approximately 39-45 days from date of receipt of payment and confirmation by AMW to Bitmain - to the buyers requested location in the lower 48 states.

American Mining Warehouse will handle the shipping of buyer's order to the buyer's designated location.

## **WARRANTY INFORMATION**

Warranty on each unit is issued by Bitmain.. **Below is Bitmain's warranty policy:**

**1.1 The warranty period of the Products shall be a period of 12 months,** commencing after the acceptance of the Buyer. The Seller shall offer free repair as required in appropriate time.

**1.2** After discovering that there is a defect or quality problem or failure of the Products during the warranty period, the Buyer shall promptly notify the Seller and cooperate with the Seller to conduct fault analysis and treatment.

During the working day between 9:00am and 21:00pm of China time, the Seller shall respond within 2 hours of notification by the Buyer and the Seller shall resolve the fault or provide a solution within 36 hours after receiving the notice from the Buyer.

In special circumstances, if Seller is unable to resolve the fault or provide a solution within the above-mentioned time limit, the Seller shall explain the situation to the Buyer in writing and provide an estimated time for resolution of the problem. If the estimated time limit is more than 12 hours or it is confirmed that it is a defect or quality problem of the Product itself, the Seller shall immediately provide an alternative product for the Buyer to use.

**1.3** During the warranty period, the Seller shall provide and the Buyer may accept a paid repair service due to the failure or damage caused by improper use of the Buyer. The Seller shall bear the expenses for the actual materials, parts and transportation, and the Seller shall waive the labor fee.

Notwithstanding, if the Buyer is the party providing the warranty service, it shall be entitled to charge a reasonable labor rate to the Seller for providing the repair service.

**1.4** If the Products have a batch failure, the failure rate is too high, or the failure reason cannot be confirmed, the Buyer shall allow and cooperate with the technical personnel of the Seller's provider to analyze the cause of the failure.

**1.5** The following circumstances or products are not covered by the Seller's warranty:

**(i)** Component detachment, unstable link, circuit board breakage, etc. caused by the reason that the product is not installed as per the specification or instruction, be freely pulled up and down, or freely pulled / smashed / lifted and smashed.

(ii) Products that are not properly installed due to improper operation, including but not limited to products that are damaged by reverse insertion, less insertion or no insertion;

(ii) Products that are damaged by the reason of being freely disassembled, modified or repaired, without the written or electronic authorization of the Seller or without the consent of the Seller's after-sales support personnel;

(iv) Insufficient hash power or mismatch of the servers caused by use of unofficial designated accessories, including but not limited to power supplies, control panels, fans, cables, etc.;

(v) Insufficient hash power, abnormal hash power, card machine and burning machine etc. caused by the use of unofficial supporting software;

(vi) Shortened product life or direct damage of servers caused by the reason of freely modifying the operating parameters of the product (such as overclocking) except through firmware mentioned in herein.;

(vii) Products that are damaged by the reason of failure to comply with the specifications or instructions for use of electricity, nets, and by the reason that data center environment fails to meet the servers' operational requirements, including but not limited to wet environments, corrosive environments, ultrahigh temperature environments, dust particles exceeding the standard, abnormal voltage and current (such as wave surges, shock, instability etc.).

(viii) Products whose serial number has been maliciously modified, defaced, or intentionally removed.

(ix) Damage caused by natural disasters, including but not limited to earthquakes, fires, heavy rains, sandstorms etc.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN. AN EXECUTED AGREEMENT MUST BE SUBMITTED WITH EVERY ORDER SUBMITTED.

THANK YOU for your business!

**BUYER**

DocuSigned by:  
*MASON JAPPA*  
236A9DFE7401489...

Signature: \_\_\_\_\_

Printed Name: MASON JAPPA

Company: Blockware Solutions

Title: CEO

Date: 1/8/2024

**SELLER**

Signature: \_\_\_\_\_

Printed Name: Tyler Deboer

Company: American Mining Warehouse

Title: CEO

Date: \_\_\_\_\_

(ii) Products that are not properly installed due to improper operation, including but not limited to products that are damaged by reverse insertion, less insertion or no insertion;

(ii) Products that are damaged by the reason of being freely disassembled, modified or repaired, without the written or electronic authorization of the Seller or without the consent of the Seller's after-sales support personnel;

(iv) Insufficient hash power or mismatch of the servers caused by use of unofficial designated accessories, including but not limited to power supplies, control panels, fans, cables, etc.;

(v) Insufficient hash power, abnormal hash power, card machine and burning machine etc. caused by the use of unofficial supporting software;

(vi) Shortened product life or direct damage of servers caused by the reason of freely modifying the operating parameters of the product (such as overclocking) except through firmware mentioned in herein.;

(vii) Products that are damaged by the reason of failure to comply with the specifications or instructions for use of electricity, nets, and by the reason that data center environment fails to meet the servers' operational requirements, including but not limited to wet environments, corrosive environments, ultrahigh temperature environments, dust particles exceeding the standard, abnormal voltage and current (such as wave surges, shock, instability etc.).

(viii) Products whose serial number has been maliciously modified, defaced, or intentionally removed.

(ix) Damage caused by natural disasters, including but not limited to earthquakes, fires, heavy rains, sandstorms etc.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN. AN EXECUTED AGREEMENT MUST BE SUBMITTED WITH EVERY ORDER SUBMITTED.

THANK YOU for your business!

**BUYER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: Blockware Solutions

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER**

Signature:  \_\_\_\_\_

Printed Name: Tyler Deboer

Company: American Mining Warehouse

Title: CEO

Date: \_\_\_\_\_

**02/29/2024**